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Norfolk Southern Corporation
Law Department
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Norfolk, Virginia 23510-2191

RECORDATION NO. **15637** FILED **J. Gary Lane**
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JUN 1 - 1994 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

May 26, 1994

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D. C. 20423

Dear Mr. Strickland:

In accordance with 49 U.S.C. § 11303 and the Commission's Rules, I submit herewith for recording with the Commission three (3) counterparts, properly executed and acknowledged, of the document described below.

This document is a Second Supplemental Agreement, a secondary document, dated as of March 15, 1994. The primary document to which this is connected is recorded under Recordation No. 15637.

The names and addresses of the parties to the secondary document are as follows:

LESSOR/TRUSTEE: Delaware Trust Capital Management, Inc.
900 Market Street
Wilmington, Delaware 19801

LESSEE/GUARANTOR: TCS Leasing, Inc. (formerly Triple Crown
Services, Inc.)
Three Commercial Place
Norfolk, Virginia 23510

GUARANTOR: Norfolk and Western Railway Company
Three Commercial Place
Norfolk, Virginia 23510

The equipment originally covered by the primary document to which this document is connected is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Road Numbers (both inclusive)</u>
1000	Mark IV Highway/Rail Trailers (RoadRailers®)	---	TCSZ 210000-210624 and 911000-911374

A fee of \$18.00 is enclosed. Please return two (2) of the original counterparts of the document, stamped with the Commission's recordation data, to J. Gary Lane, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510.

A short summary of the document to appear in the index follows:

Second Supplemental Agreement dated as of March 15, 1994, to supplement an Equipment Trust Agreement with Recordation No. 15637, dated April 1, 1988, and covering 1000 Mark IV Highway/Rail Trailers (RoadRailers®) numbered TCSZ 210000-210624 and 911000-911374, inclusive.

Very truly yours,



J. Gary Lane

jgl
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

JUNE 1, 1994

OFFICE OF THE SECRETARY

**J. GARY LANE
NORFOLK SOUTHERN CORP
THREE COMMERCIAL PLACE
NORFOLK VA 23510-2191**

Dear MR. LANE:

**The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on JUNE 1, 1994 at 10:35AM , and assigned
recording number(s). 15637-C**

Sincerely yours,

**Secretary
SIDNEY L. STRICKLAND, JR.**

Enclosure(s)

JUN 1 - 1994 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

SECOND SUPPLEMENTAL AGREEMENT dated as of March 15, 1994, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (hereinafter called the **Trustee**), TCS LEASING, INC. (formerly named Triple Crown Services, Inc.), an Oklahoma corporation (hereinafter called the **Company**), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (hereinafter called the **Guarantor**).

WHEREAS the parties hereto are parties to an Equipment Trust Agreement dated as of April 1, 1988, pursuant to which the Trustee is acting as trustee for the holders of equipment trust certificates (hereinafter called the **Trust Certificates**) issued by the Company to finance the acquisition of certain units of railroad equipment, and the Guarantor has guaranteed the payment of principal and interest on the Trust Certificates;

WHEREAS said Equipment Trust Agreement has been recorded with the Interstate Commerce Commission pursuant to section 11303 of Title 49 of the United States Code, and assigned recordation number 15637;

WHEREAS said Equipment Trust Agreement has been amended by a Supplemental Agreement dated as of May 15, 1988 (said Equipment Trust Agreement, as so amended being herein called the **Agreement**); and

WHEREAS the parties hereto wish to further amend the Agreement and the Trust Certificates to correct an error therein and to permit a greater range of investments of cash deposited under the Agreement in respect of "Casualty Occurrences" thereunder.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The last sentence of the fourth paragraph of the form of Trust Certificate contained in the recitals to the Agreement and each Trust Certificate issued and outstanding under the Agreement is hereby amended to read: "The Certificates are not subject to prepayment except under Section 4.7 of the Agreement."

2. The Agreement and the Trust Certificates are hereby amended to change all references to "Government Securities" therein to "Investments," to delete the definition of "Government Securities" in Section 1.1 of the Agreement, and to add to said Section 1.1 the following new definition:

Investments shall mean (i) direct obligations of the United States of America or obligations for which the full faith and credit of the United States of America is pledged to provide for payment of principal and interest; (ii) open-market commercial paper, rated A-1 or higher by Standard & Poor's Corporation or P-1 or higher by Moody's Investors Service, Inc., or having an equivalent rating from a successor thereto or from a similar rating service substituted therefor that is

acceptable to the Trustee, the Company, and the Guarantor; (iii) certificates of deposit, bankers' acceptances, or commercial paper of domestic commercial banks that have total assets in excess of \$1 billion and have outstanding at least one issue of securities rated in one of the four highest categories by Standard & Poor's Inc. or Moody's Investors Service, Inc.; and (iv) repurchase agreements in respect of securities described in clause (i) as to which the Trustee has arranged to take delivery of the purchased securities.

3. Except as amended hereby, the Agreement and the Trust Certificates shall remain in full force and effect.

4. The Company and the Guarantor shall prepare, execute, and deliver to the Trustee, for distribution to the holders of the Trust Certificates, replacement Trust Certificates reflecting the foregoing amendments, and the Trustee shall arrange for exchange and cancellation of the original Trust Certificates.


5. This agreement and the amendments contemplated hereby shall be effective upon receipt by the Trustee of consent of the holders of all outstanding Trust Certificates, which consent shall be evidenced by execution of the form of consent below. This agreement and such consents may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

by 
Corporate Trust Officer

TCS LEASING, INC.

by 
Vice President

NORFOLK AND WESTERN RAILWAY COMPANY

by 
Vice President

STATE OF MARYLAND)
) SS.:
 COUNTY OF BALTIMORE)

On this 31st day of March, 1994, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he is a Corporate Trust Officer of Mercantile-Safe Deposit and Trust Company, that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Michael G. Hel...

 Notary Public

My commission expires 9/25/94

COMMONWEALTH OF VIRGINIA)
) SS.:
 CITY OF NORFOLK)

On this 31st day of March, 1994, before me personally appeared William J. Romig, to me personally known, who, by me being duly sworn, says that he is Vice President of TCSLeasing, Inc., that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Judy A. DeLauney

 Notary Public

My commission expires Sept 1, 1994

COMMONWEALTH OF VIRGINIA)
) SS.:
 CITY OF NORFOLK)

On this 31st day of March, 1994, before me personally appeared William J. Romig, to me personally known, who, by me being duly sworn, says that he is a Vice President of Norfolk and Western Railway Company, that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Judy A. DeLauney

 Notary Public

My commission expires September 1, 1994